

**BARSHAY SANDERS, PLLC**  
100 Garden City Plaza, Suite 500  
Garden City, New York 11530  
Tel: (516) 203-7600  
Fax: (516) 706-5055  
Email: *ConsumerRights@BarshaySanders.com*  
*Attorneys for Plaintiff*  
Our File No.: 114045

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

Alyxx Morgen, individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

Northstar Location Services, LLC,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

BARSHAY | SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

Alyxx Morgen, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Northstar Location Services, LLC (hereinafter referred to as “*Defendant*”), as follows:

**INTRODUCTION**

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

**JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.

**PARTIES**

5. Plaintiff Alyxx Morgen is an individual who is a citizen of the State of New York residing in New York County, New York.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant Northstar Location Services, LLC, is a New York Limited Liability Company with a principal place of business in Erie County, New York.

8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

9. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

**ALLEGATIONS**

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. The Debt was primarily for personal, family or household purposes and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

12. Sometime after the incurrence of the Debt, Plaintiff fell behind on payments owed.

13. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated September 19, 2016. (“**Exhibit 1.**”)

15. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

**FIRST COUNT**

**Violation of 15 U.S.C. § 1692e  
False or Misleading Representations**

16. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

17. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

18. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of any debt.

19. 15 U.S.C. § 1692e(5) prohibits the threat to take any action that cannot legally be

taken or that is not intended to be taken.

20. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to attempt to collect any debt.

21. The Letter offers various settlement options.

22. Plaintiff's debt was for \$595.79.

23. None of the settlement offers would result in debt forgiveness of \$600.00 or more.

24. The Letter states "Settling a debt for less than the balance owed may have tax consequences and Discovery may file a 1099C form."

25. 26 U.S.C. § 6050P requires any applicable entity discharging (in whole or part) any person's debt to make a Form 1099-C return setting forth certain information about the individual and the discharge, unless the discharge is for less than \$600.00.

26. Debt discharge forgiveness may not be reported as income when an exception applies.

27. The settlement offered to Plaintiff could not possibly have been reportable.

28. The settlement offered to Plaintiff could not possibly have been reportable because it would result in debt forgiveness of less than \$600.00.

29. The settlement offered to Plaintiff could not possibly have been reportable under the relevant exceptions.

30. Defendant's inclusion of the IRS reporting requirements implies that the settlement may have tax consequences.

31. Defendant's implication that the settlement may have tax consequences is false.

32. Defendant's implication that the settlement may have tax consequences is a threat to take action that cannot legally.

33. Defendant's implication that the settlement may have tax consequences is a threat that is not intended to be taken by Defendant.

34. Defendant's implication that the settlement may have tax consequences is misleading because it states that a certain action is possible even though Defendant has reason to know that the action will not happen.

35. Defendant's implication that the settlement may have tax consequences is misleading because it states that a certain action is possible even though Defendant has reason to know that there are facts that make the action unlikely.

36. Defendant's implication that the settlement may have tax consequences would likely lead the least sophisticated consumer to be misled into thinking that there will be adverse tax consequences for accepting Defendant's settlement offer.

37. Defendant's implication that the settlement may have tax consequences would likely be interpreted by the least sophisticated consumer to be a threat that any settlement will be reported to the IRS.

38. Defendant's implication that the settlement may have tax consequences when viewed from the least sophisticated consumer's perspective would affect the consumer's decision concerning whether or not to accept Defendant's settlement offer.

39. Defendant's implication that the settlement may have tax consequences when viewed from the least sophisticated consumer's perspective would lead the consumer to believe the consumer could get in trouble with the IRS for refusal to pay the debt.

40. Defendant's implication that the settlement may have tax consequences when viewed from the least sophisticated consumer's perspective would lead the consumer to believe the consumer could get in trouble with the IRS for obtaining any debt forgiveness.

41. For the foregoing reasons, letter violates 15 U.S.C. § 1692e, 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(5), and 15 U.S.C. § 1692e(10).

**SECOND COUNT**  
**Violation of 15 U.S.C. § 1692e**

42. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

43. The Debt was incurred on a Discover Bank credit card.

44. The Letter sets forth a "Balance."

45. Pursuant to the terms and conditions of the credit card, Discover Bank charged Plaintiff interest on any balance carried on the account.

46. Pursuant to the terms and conditions of the credit card, Discover Bank charged Plaintiff late fees on any payments due but not timely made by Plaintiff.

47. Pursuant to the terms and conditions of the credit card, Discover Bank charged Plaintiff other fees on the account.

48. The right to collect from Plaintiff interest on any balance carried on the account was not waived by Discover Bank .

49. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by Discover Bank .

50. The right to collect from Plaintiff other fees on the account was not waived by Discover Bank .

51. The right to collect from Plaintiff interest on any balance carried on the account was not waived by any assignee or successor-in-interest.

52. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by any assignee or successor-in-interest.

53. The right to collect from Plaintiff other fees on the account was not waived by any assignee or successor-in-interest.

54. Plaintiff was never informed by anyone that the terms and conditions of the credit card were changed.

55. Pursuant to the terms and conditions of the credit card, interest continued to accrue on any balance unpaid.

56. Pursuant to the terms and conditions of the credit card, late fees continued to accrue on any payments due but not timely made by Plaintiff.

57. Pursuant to the terms and conditions of the credit card, other fees continued to accrue on the account.

58. Pursuant to the terms and conditions of the credit card, Discover Bank and any assignee or successor-in-interest had the legal right to collect from Plaintiff interest on any balance carried on the account.

59. Pursuant to the terms and conditions of the credit card, Discover Bank and any assignee or successor-in-interest had the legal right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff.

60. Pursuant to the terms and conditions of the credit card, Discover Bank and any assignee or successor-in-interest had the legal right to collect from Plaintiff other fees on the account.

61. Pursuant to the terms and conditions of the credit card, the legal right of Discover Bank and any assignee or successor-in-interest to collect from Plaintiff interest on any balance carried on the account is not waived by Discover Bank or any assignee or successor-in-interest as a result of a failure by either Discover Bank or any assignee or successor-in-interest at any point

in time to attempt to collect from Plaintiff the aforementioned interest.

62. Pursuant to the terms and conditions of the credit card, the legal right of Discover Bank and any assignee or successor-in-interest to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff is not waived by Discover Bank or any assignee or successor-in-interest as a result of a failure by either Discover Bank or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned late fees.

63. Pursuant to the terms and conditions of the credit card, the legal right of Discover Bank and any assignee or successor-in-interest to collect from Plaintiff other fees on the account is not waived by Discover Bank or any assignee or successor-in-interest as a result of a failure by either Discover Bank or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned other fees.

64. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees.

65. The Letter failed to disclose that the balance stated may increase due to interest.

66. The Letter failed to disclose that the balance stated may increase due to late fees.

67. The Letter failed to disclose that the balance stated may increase due to other fees.

68. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692e.

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692e**

69. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

70. As previously set forth, the Letter sets forth a “Balance.”

71. As previously set forth, Plaintiff was always charged interest on any balance carried on the account.

72. As previously set forth, Plaintiff was always charged late fees on any payments due but not timely made by Plaintiff.

73. As previously set forth, Plaintiff was never informed by anyone that the terms and conditions of the credit card were changed.

74. The Letter fails to disclose whether the amount stated may increase due to additional interest.

75. The Letter fails to disclose whether the amount stated may increase due to

additional late fees.

76. The Letter fails to indicate whether the creditor will accept payment of the amount stated in full satisfaction of the debt if payment is made by a specified date.

77. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

78. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

79. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

80. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

81. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

82. For instance, the Letter fails to indicate the applicable interest rate.

83. For instance, the Letter fails to indicate the date of accrual of interest.

84. For instance, the Letter fails to indicate the amount of interest during any measurable period.

85. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

86. For instance, the Letter fails to indicate the amount of late fees.

87. For instance, the Letter fails to indicate the date such fees will be added.

88. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

89. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees and interest that may cause the amount stated to increase.

90. The Letter fails to state whether interest, late fees and/or other fees are accruing.

91. The Letter fails to state what part of the amount stated is attributable to principal.

92. The Letter fails to state what part of the amount stated is attributable to interest.

93. The Letter fails to state what part of the amount stated is attributable to late fees.

94. The Letter fails to state what part of the amount stated is attributable to other fees.

95. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

96. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

97. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

98. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

99. The Letter includes a settlement offer.

100. The Letter fails to indicate whether the amount stated may increase due to additional interest if the settlement is not accepted.

101. The Letter fails to indicate whether the amount stated may increase due to additional late fees if the settlement is not accepted.

102. A collection letter violates 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

103. The Letter, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiff was never informed by anyone that interest and late fees would no longer be applied, can reasonably be read by the least sophisticated consumer to mean that interest was still accruing.

104. The Letter, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiff was never informed by anyone that interest and late fees would no longer be applied, can reasonably be read by the least sophisticated consumer to mean that late fees were still accruing.

105. The Letter could also reasonably be read by the least sophisticated consumer to mean that interest was no longer accruing.

106. The Letter could also reasonably be read by the least sophisticated consumer to mean that late fees were no longer accruing.

107. The Letter could reasonably be read by the least sophisticated consumer to mean



that the debt could be satisfied in full by payment of the amount stated.

108. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated at any time after receipt of the Letter.

109. The Letter could also reasonably be read by the least sophisticated consumer to mean that the amount stated was accurate only on the date of the Letter because of the continued accumulation of interest and/or late fees.

110. The Letter could reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would continue to accrue on the debt if the settlement offer was not accepted.

111. The Letter could also reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would not re-commence on the debt if the settlement offer was not accepted.

112. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer's ability to respond to the settlement offer is negatively affected.

113. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer would be unable to determine the actual value of Defendant's settlement offer.

114. Because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.

115. For these reasons, Defendant violated 15 U.S.C. § 1692e.

**FOURTH COUNT**  
**Violation of 15 U.S.C. § 1692e**

116. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

117. Alternatively, even if Plaintiff's account was not subject to continued interest pursuant to the terms and conditions of the credit card – which it was – the account was subject to interest by operation of law.

118. Plaintiff's debt was incurred pursuant to a contract between Plaintiff and Discover Bank .

119. N.Y.C.P.L.R. § 5001(a) provides that interest shall be recovered upon a sum awarded because of a breach a contract.

120. An award of interest under § 5001 is mandatory.

121. N.Y.C.P.L.R. § 5001(b) provides that interest shall be computed from the earliest ascertainable date the cause of action existed.

122. Discover Bank and any assignee or successor-in-interest possessed a guaranteed right to interest on the Debt from, at the latest, September 19, 2016.

123. As such, the amount stated in the Letter was subject to the accrual of interest.

124. The Letter failed to disclose that the amount stated may increase due to interest.

125. The Letter, because of the aforementioned failure, violates 15 U.S.C. § 1692e.

### **CLASS ALLEGATIONS**

126. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt using the same unlawful letter herein, from one year before the date of this Complaint to the present.

127. This action seeks a finding that Defendant's conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

128. Defendant regularly engages in debt collection.

129. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using the same unlawful letter herein.

130. Plaintiff's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

131. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class

would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

132. Plaintiff will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff has retained counsel experienced in actions brought under consumer protection laws.

### **JURY DEMAND**

133. Plaintiff hereby demands a trial of this action by jury.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: September 17, 2017

**BARSHAY SANDERS, PLLC**

By: /s/ Craig B. Sanders

Craig B. Sanders, Esq.

100 Garden City Plaza, Suite 500

Garden City, New York 11530

Tel: (516) 203-7600

Fax: (516) 706-5055

csanders@barshaysanders.com

*Attorneys for Plaintiff*

Our File No.: 114045

BARSHAY | SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

4285 Genesee Street  
Cheektowaga, NY 14225-1943

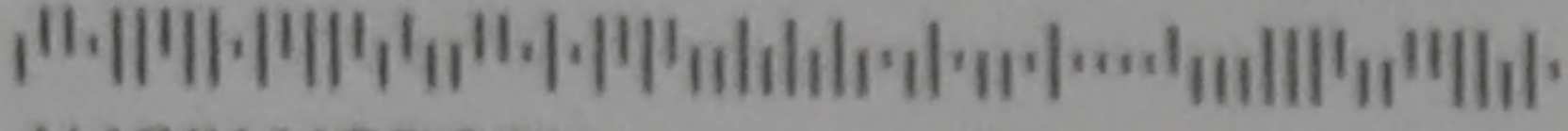
**NORTHSTAR  
LOCATION SERVICES, LLC**  
1-866-224-9825  
Hours Mon-Thurs 8AM-10PM ET,  
Fri 8AM-8PM ET, Sat 8AM-12PM ET

September 19, 2016

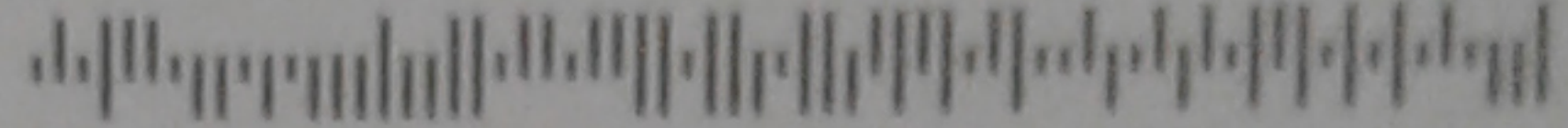
**Creditor:** Discover Bank  
**Account #:** \*\*\*\*\*9452  
**Balance:** \$595.79  
**Amount Remitted:** \$ \_\_\_\_\_

201600000483104-S3P

1 AB \*A-01-FDZ-AM-00013-1



ALYXX MORGEN  
202 E 21ST ST APT 3D  
NEW YORK NY 10010-7463



NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPT.  
PO BOX 49  
BOWMANVILLE NY 14026-0049

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance	Amount Remitted
Discover Bank	*****9452	\$595.79	

We have been authorized by our client, Discover Bank, to offer you an opportunity to settle your account or you may choose to make a monthly partial payment. The following options are available to you:

- 1 payment of \$184.69, which is 31% of the current balance due by 10/04/16.
- 3 payments of \$69.51, which is 35% of the current balance due by 10/04/16, 11/03/16, and 12/03/16.
- Partial payment arrangement with a down payment of \$59.51 due by 10/04/16, and monthly payments thereafter of \$44.69 for 12 months due by the 4th of each month.

Should you wish to take advantage of any of these options, your first payment must be received by no later than 10/04/16.

Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void. We are not obligated to renew this offer.

Settling a debt for less than the balance owed may have tax consequences and Discover may file a 1099C form. We cannot provide you with tax advice. If you have any questions, Discover encourages you to consult a tax adviser of your choosing.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-224-9825
- MoneyGram ExpressPayment
- Credit or Debit Card
- Web Pay at [www.gotonls.com](http://www.gotonls.com)
- Pay in person at our office
- Enclose your payment in the envelope

You may contact David Evtimovski toll free at 1-866-224-9825 to make your payment.

This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.



Payment website: <https://www.gotonls.com>

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS: ALYXX MORGEN; DEFENDANTS: NORTHSTAR LOCATION SERVICES, LLC; (b) County of Residence of First Listed Plaintiff: NEW YORK; (c) Attorneys: BARSHAY SANDERS, PLLC, 100 Garden City Plaza, Ste 500, Garden City, NY 11530.

II. BASIS OF JURISDICTION: U.S. Government Plaintiff; III. CITIZENSHIP OF PRINCIPAL PARTIES: Citizen of This State; PTF DEF O 1 O 1; O 2 O 2; O 3 O 3.

IV. NATURE OF SUIT: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN: 1 Original Proceeding; 2 Removed from State Court; 3 Remanded from Appellate Court; 4 Reinstated or Reopened; 5 Transferred from Another District (specify); 6 Multidistrict Litigation - Transfer; 8 Multidistrict Litigation - Direct File.

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC §1692; Brief description of cause: 15 USC §1692 Fair Debt Collection Practices Act Violation.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.; DEMAND \$; CHECK YES only if demanded in complaint: JURY DEMAND: Yes No.

VIII. RELATED CASE(S) IF ANY: (See Instructions) JUDGE; DOCKET NUMBER.

DATE: September 18, 2017; SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders.

FOR OFFICE USE ONLY: RECEIPT #, AMOUNT, APPLYING IFP, JUDGE, MAG. JUDGE.

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Craig B. Sanders, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
the complaint seeks injunctive relief,
the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1. Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: NO
2. If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.
Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?
Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s Craig B. Sanders

AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**  
for the  
**EASTERN DISTRICT OF NEW YORK**

Alyxx Morgen, individually and on behalf of all others similarly situated	)	
_____	)	
<i>Plaintiff(s)</i>	)	
	)	Civil Action No.
v.	)	
	)	
Northstar Location Services, LLC	)	
_____	)	
<i>Defendant(s)</i>	)	

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*  
Northstar Location Services, LLC  
4285 Genesee Street  
Cheektowaga, New York 14225

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Northstar Location Services Pegged with Debt Collection Case](#)

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